

Developer for the purpose and the Owner also undertake to sign, execute all such additional development agreement, applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and / or go against the spirit of the presents.

25. In the event of the owner committing breach of any of the terms and conditions herein contained or making willful delay in allowing the Developer to develop the said premises as hereinbefore stated, the Developer shall be entitled to get payments for damages and compensation from the owner and the owner shall be liable to pay such losses and compensation as shall be determined by the Arbitrator provided however if such delay shall continue for a period of 6(six) months then in that event in addition to any other right which the developer shall be entitled to sue the owner for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the moneys paid and spent by the Developer for employing its obligations under these Agreement and also such losses and damages which the developer may suffer and / or incur for entering into this Agreement.

26. The construction of the proposed building should be certified by the Structural Engineer in question of fitness of the proposed building.

27. That the covered area of 900 Sq. ft. & 800 Sq.ft. flats along with proportionate share of stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate, water, sewerage, proper drainage and outlet to the building electrical wiring, Pump, motor, pipes and all apparatus and installations, underground and overhead water reservoir and other common parts, areas, equipments, fixtures fittings and space area. The staircase area shall be distributed proportionate with the flat area of the each floor.

29. Developers will applied for Building Sanction Plan before Competent Authority within 30 days getting Parcha in the name of present owner i.e. Sri Joydeb Koley @ Joydeb Kr. Koley.

Joydeb Koley alias  
Joydeb Kumar Koley

S. S. ENTERPRISE  
Sanku Das  
Partner

S. S. ENTERPRISE  
Subhram Mondal  
Partner



- COMMON RESTRICTION-

The Owner' Allocation in the proposed building be subjected to the same restrictions and use as are applicable to the Second Parties allocation in the building intended for common benefits of all occupiers of the building which shall including the following :-

1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the occupants in this behalf.
3. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, Statutory bodies and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
4. The said properties have not been subject to any notice of attachment under public demands recovery act or for payment of Income Tax.
5. The Owner shall answer the requisition on title within one week from the date of the receipt of the said requisition on title from the Advocate or Solicitors for the Second Party as and when required.

The Second Party hereby agrees and covenants with the Owner to complete the construction of the building within 30 (thirty) months from the date of Sanctioned Building Plan.

*707 Deb Koley alias,*  
*707 deb Kumar Koley*

*S. S. ENTERPRISE*  
*Savitri Devi*  
*Partner*

*S. S. ENTERPRISE*  
*Subaran Mondal*  
*Partner*



7. The Developer and the Owner doth hereby agrees that in case of any unforeseen happenings such as non-availability of basic raw materials for the construction work, non-availability to masons and laborers, strikes local and national disturbances, riots, natural calamities like flood, earthquakes, etc and for any other such types of reasons which are not under the control of the Developer herein, the period of 30 (thirty) months within which the construction work is to be completed may be extended such further period of 6 (six) months.

8. Immediately upon the Second Party obtaining possession of the said land and building plan the Second Party shall be entitled to start construction of the said building at the said premises and the First Party shall not prevent the Second Party from making construction of the proposed multi-storied building and completion thereof provided Second Party makes payment as per Schedule 'B' clause (b).

9. The Developer herein shall have every right to amalgamated the said plot to any other plot or plots for construction of the proposed building in that case the Owner shall have right to create any objection.

10. The name of the building shall be given by the Second Party in the due course in its absolute discretion and the Owner will not raise any objection thereof.

11. That in case variation arise to the measurement of the said areas in that event Owner and / or Developer shall pay / get the price on marketable rate per Sq.ft. of such variation.

12. It is made clear that the Owner and developer shall have no right to construct another floor on the top floor of the proposed building after it's construction and the said top roof shall be used by the Co-owners of the said building commonly.

S. S. ENTERPRISE  
Savitri Devi Partner

S. S. ENTERPRISE  
Subarann Mondal  
Partner

Joy Deb Koley alin  
Joy Deb Kumon Koley



**SCHEDULE- A**  
**(Description of Property)**

**ALL THAT** piece and parcel of land measuring an area about 11 Satak more or less which is lying and situated at Mouza Chanak, J. L. No. 4, Re. Su. No. 39, Touzi No. 2998, comprised and contained in C.S. Dag No. 733 corresponding to R.S. Dag No. 7276 under R.S. Khatian No. 186 within the local limits of Barrackpore Municipality being Municipal Holding No. 59 (25/1), H.K. Sarkar Road under Ward No. 12 under P. S. Titagarh in the District North 24-Parganas and the said property is butted and bounded by:

**ON THE NORTH** : By Part of Dag No. 7276.

**ON THE SOUTH** : By Part of Dag No. 7276.

**ON THE EAST** : By Part of Dag No. 7276.

**ON THE WEST** : By Tustho Kala & others.

**SCHEDULE -"B"**  
**(Owner's Allocation)**

The Land Owner will be entitled to get as follows:-

- a) The land owner namely Sri Joydeb Koley @ Joydeb Kr. Koley
  - i) One self contained residential flat measuring about 900 Sft. covered area more or less on the Second floor, Front side (as per Developer choice).
  - ii) One self contained residential flat measuring about 800 Sft. covered area more or less on the Second floor, Middle Back side (as per Developer choice).

Joydeb Koley alias.  
Joydeb Kumar Koley

S. S. ENTERPRISE  
Saidi  
Partner

S. S. ENTERPRISE  
Subarhan Mondal  
Partner



iii) Two Garages on the Ground floor measuring super built up area of 180 Sq .ft. each one front side and one back side.

b) An amount of Rs. 50,00,000/- (Rupees fifty lakhs) only against the owner's Allocation and the same would be paid by the Developer to the Owner after Plan Sanctioned from Barrackpore Municipality in the manner as follows:-

i) At the time of execution of this Agreement	Rs. 1,00,000/-
ii) Within one month from the Building Sanction Plan	Rs. 5,00,000/-
iii) Within Six month from the Building Sanction Plan	Rs. 5,00,000/-
iv) Within Twelve month from the Building Sanction Plan	Rs. 5,00,000/-
v) Within Eighteen month from the Building Sanction Plan	Rs. 10,00,000/-
vi) Within twenty four month from the Building Sanction Plan	Rs. 10,00,000/-
vii) Last & final Payment during possession of flats & Garages	Rs. 14,00,000/-

**SCHEDULE - "C"**  
(Type of Construction and Specification)

<b>Foundation</b>	: RCC formed structure with anti-termite treatment in foundation, cement used: Ambuja.
<b>Brick Work</b>	: Outside 8" wall, common wall 5" and flat inside wall 3".
<b>Doors &amp; Hardware</b>	: Quality wooden frames of Shal with main door of Gamari wood with eye hole and all inside doors are flash door with primar.
<b>Internal Wall</b>	: Inside Putty
<b>Common Area</b>	: All common areas are showshame
<b>Outside Wall</b>	: Colour
<b>Building Outside</b>	: Ground Net / Cemented Plaster
<b>Staircase &amp; Passage</b>	: Marble and passage K.G. Marble
<b>Roof Treatment</b>	: Half Polish
<b>Windows</b>	: Aluminum sliding windows with clear glass and grill with primar
<b>Flooring</b>	: Marble (Maroyare 2ft X 2ft) in bed rooms/ living

Joydeb Koley atim  
Joydeb Koley

S. S. ENTERPRISE  
Smita Ghosh  
Partner

S. S. ENTERPRISE  
Subaran Mondal  
Partner



**Kitchen Counter**

/ dining. Marble in Kitchen and toilet also.  
: Black stone and green polish with stainless steel sink.  
Wall tiles upto 2 .5 feet height above counter.

**Dining**

: One basin in living and dining.

**Balcony**

: With half grill.

**Toilets**

: Hot and Cold water lines with C. P. V. C. pipes and tiles up to 5.5 ft. and both toilet with white commod and 4 ft. by 4ft. banker in common toilets.

**Water Points**

- : a) 4 points on Common toilet  
b) 3 points on attached toilet,  
c) 2 points on Kitchen,  
d) 1 point on Balcony,  
e) 1 point on living cum dining room

*All taps will be Desons Brand*

**Elevator**

: Passenger lift (4 Heads).

**Electrical**

- a) Concealed copper wiring with standard switches.  
b) TV, Telephone point & Washing Machine Point in living cum dining room.  
c) Two light points, one fan point, one 5AMP point in each bed room.  
d) One 15 AMP geyser point in common toilet.  
e) Exhaust fan and one 5 AMP point in attached toilet.  
f) One 15 AMP & one 5 AMP point and exhaust fan point in Kitchen  
g) One A. C. Point in master bed room  
h) Modern MCB Box.  
i) One 5 AMP point at Balcony  
j) One Light Point and Calling Bell point outside of the main door.

**Water supply**

: Under Ground and over head storage tanks of suitable capacity. Bore well will be available as on auxiliary water supply.

**Drainage**

: Waste water outlet to be connected with

S. S. ENTELLA  
S. S. ENTELLA PARTNER

S. S. ENTELLA  
Subaran Mondal  
PARTNER

To7 deb Koleso ali ans  
To7 deb Kumon Koleso



- Municipality drainage system.
- Landscape** : Professionally designed.
- Facilities** : Common toilets for staff and security on the Ground Floor.
- Parking space** : Two wheeler parking space on the back side of the building with tin shaded roof and grill structure.

Any extra work, addition or alteration in the flat other than our standard specification shall be done subject to the approval of the supervising Engineer. The requisite extra cost shall be borne by the purchaser and such cost shall be deposited to the Developer before the execution of work.

W.B.S.E.B / CESC power supply will be provided upto meter board but security money and meter cost to be borne by the purchaser. For setting up the transformer for such work if required by the requisition of W.B.S.E.B / CESC cost and expenses will be borne by Second Party (Developer).

### SCHEDULE - "D"

#### (Specification of Common Use Items And Area)

#### COMMON PORTIONS AS ARE COMMON BETWEEN THE CO-OWNERS OF THE PREMISES:

1. The foundation columns, girders, beams, supports main walls, stair case landing, roof, lift, lift room, entrances to and exists from the said building and main gate.
2. Installation of common services such as water, sewerage, proper drainage and outlet to the building electrical wiring
3. Light arrangements at the main gate, passages, stair case, staircase landings, etc. of the Building.
4. Pump, motor, pipes and all apparatus and installations in the building for common use,
5. Underground and overhead water reservoir.
6. Such other common parts, areas, equipments, fixtures fittings and space in or about the building as are necessary for passage to or uses and occupancy of the units in common.

Jo deb Koley alias  
Jo deb Kuman Koley

S. S. ENTERPRISE  
Savitri Devi  
Partner

S. S. ENTERPRISE  
Subarna Mondal  
Partner



**IN WITNESSES WHEREOF** the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

in presence of:

**WITNESSES:**

1. *Biswajit Koley.*  
*Koleypara Barrackpore*

2. *Samir Banik*  
*Baranali*

*Joydeb Koley alias*  
*Joydeb Kumon Koley*

SIGNATURE OF THE OWNER

**S. S. ENTERPRISE**

*Salim Biswas*  
**S. S. ENTERPRISE**

*Subahan Mondal*

*Salim Biswas*

Partner

SIGNATURE OF THE DEVELOPER

**MEMO OF RECEIPT**

**RECEIVED** a sum of Rs. 1,00,000/- (Rupees One Lac) only from the Developer as earnest/advance money herein in terms of this agreement as per memo below.

<u>Date</u>	<u>Cash/Cheque</u>	<u>Bank/Branch</u>	<u>Amount (Rs.)</u>
30.08.18	763326	Dena Bank (Barrackpore)	1,00,000
Total ----			Rs. 1,00,000/-

(Rupees One Lakh only)

**WITNESSES:**

1. *Biswajit Koley.*  
*Koleypara Barrackpore*

2. *Samir Banik*  
*Baranali*

*Joydeb Koley alias*  
*Joydeb Kumon Koley*

SIGNATURE OF THE OWNER

**Drafted by me :**

*Mithu Ghosh*

MITHU GHOSH

Advocate

Barrackpore Court

WB-497/2000.



**OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS**  
**D.S.R.-BARASAT & R.A.-KOLKATA**

**STATUS : PRESENTANT**

1. **LEFT HAND FINGER PRINT** NAME SALIL DASWAS

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



**RIGHT HAND FINGER PRINT**

**SIGNATURE** Salil Daswas

2. **LEFT HAND FINGER PRINT** NAME SUBARAN MONDAL

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

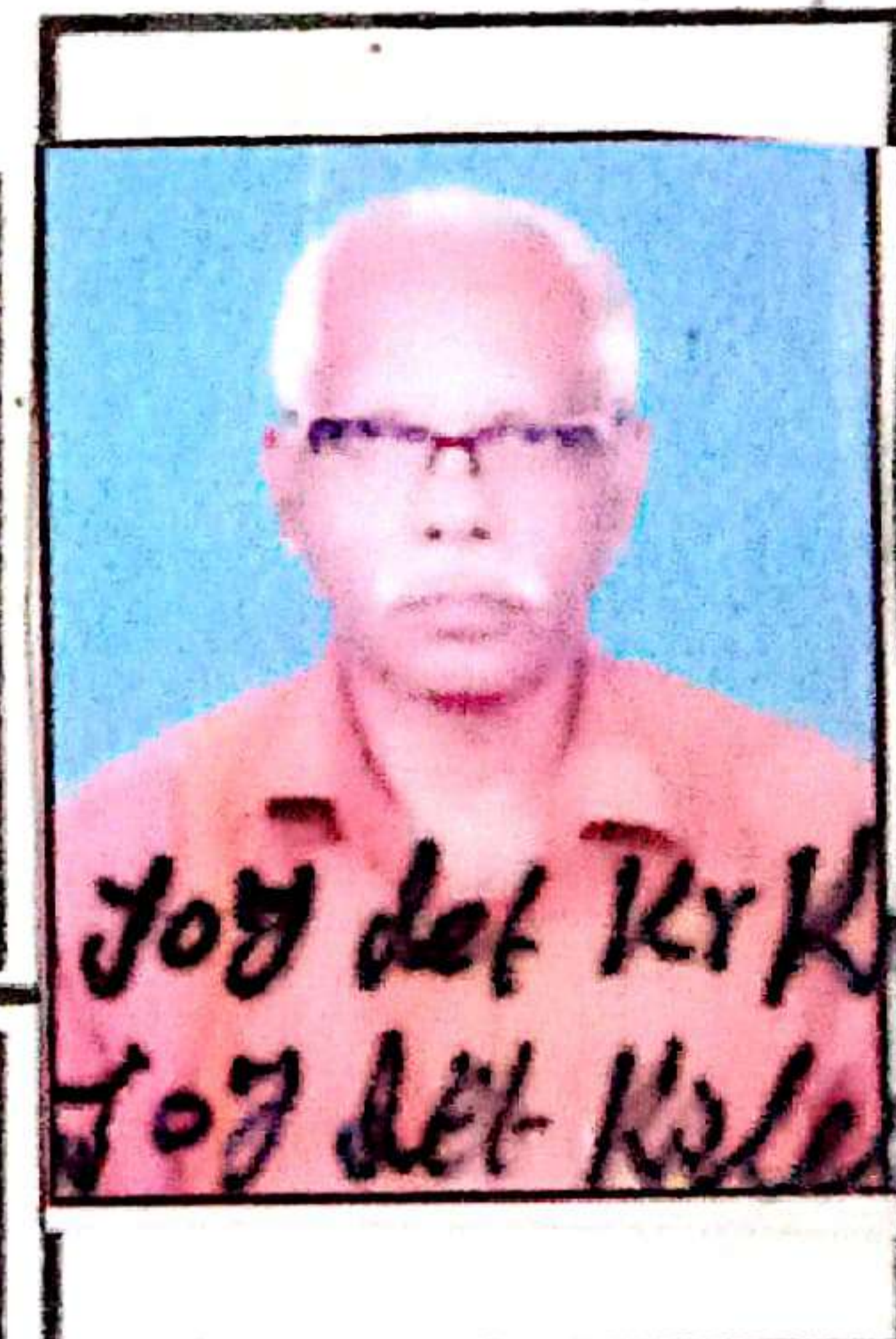


**RIGHT HAND FINGER PRINT**

**SIGNATURE** Subaran Mondal

3. **LEFT HAND FINGER PRINT** NAME JOYDEB KR. KOLEY

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



**RIGHT HAND FINGER PRINT**

**SIGNATURE** Joydeb Koley @ Joydeb Karman Koley

4. **LEFT HAND FINGER PRINT** NAME \_\_\_\_\_

LITTLE	RING	MIDDLE	FORE	THUMB



**Space for Photo**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1501-2018, Page from 164134 to 164167  
being No 150106008 for the year 2018.



Digitally signed by SUJATA TARAFDAR  
Date: 2018.09.11 14:44:26 +05:30  
Reason: Digital Signing of Deed.

(Sujata Tarafdar) 9/11/2018 2:44:21 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)